

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In Re:	:	
	:	CHAPTER 11
W.R. GRACE & CO., et al.,	:	
	:	Case No. 01-1139 (JKF)
	:	
Debtors	:	Jointly Administered
	:	Hearing Date: 2/28/04 @ 12:00 p.m.
	:	Objection Deadline: 2/11/05 @ 4:00 p.m.

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**AFFIDAVIT IN SUPPORT OF CITICORP DEL-LEASE, INC.’S  
APPLICATION FOR ALLOWANCE AND PAYMENT OF  
ADMINISTRATIVE CLAIM PURSUANT TO 11 U.S.C. §365(d)(10) and §503(b)**

STATE OF TEXAS :  
: ss.  
COUNTY OF DALLAS :

JULIE PEOPLES, being duly sworn, does depose and say:

1. I am employed by Citicorp Del-Lease, Inc. d/b/a Citicorp Dealer Finance (“Citicorp”) and I am authorized to make this Affidavit.
2. I am submitting this Affidavit in support of Citicorp’s application pursuant to Sections 365(d)(10) and 503 of the Bankruptcy Code for allowance and payment of an administrative claim.
3. On April 2, 2001 (“Petition Date”), the above captioned Debtor filed a voluntary petition under 11 U.S.C. §§101-1330 (as amended, the “Bankruptcy Code”).
4. On or about December 23, 1999, the Debtor entered into a Lease Agreement and lease schedule (collectively “Lease”) with Citicorp, for the lease of four (4) Linde Baker Model H25T triplex mast forklifts, s/n 682325; 684425; 685125; and 698825 (collectively “Equipment”), as more particularly set forth in the Lease, a copy of which is attached to the motion as Exhibit “A”.

5. Pursuant to the terms of the Lease, title to the aforementioned Equipment at all times remained in Citicorp.
6. Debtor leased the Equipment from Citicorp for use in connection with the Debtor's business at its Birmingham and/or Jefferson, Alabama facility.
7. Pursuant to the Lease, Debtor is obligated to, *inter alia*, make monthly lease payments to Citicorp in the amount of \$2,452.34 inclusive of taxes (collectively the "Monthly Rental").
8. Debtor's last payment was made on August 25, 2004 and applied to the Debtor's March 15, 2003 Monthly Rental. The Lease is due for the April 15, 2003 Monthly Rental and all subsequent rentals.
9. There is no pre-petition arrearage on the account, however the total post-petition arrears through and including the December 15, 2004 Monthly Rental is \$55,282.23, inclusive of \$3,783.09 in late charges.
10. The original term of the Lease at the end of December 2004 and commencing January 15, 2005 the Lease will continue to run on a month-to month basis due to the Debtor's failure to surrender the Equipment or make an election to exercise its purchase option.

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11. The said total amount of \$55,282.23 is presently due and owing to Citicorp as an administrative obligation for the Debtor's use and enjoyment of the Equipment.

12. I am competent to testify to the foregoing and would do so if called as a witness in this matter.

/s/ Julie Peoples  
JULIE PEOPLES

Sworn to and subscribed before me  
this 22<sup>nd</sup> day of December, 2004.

/s/ Melissa Hanson

NOTARY PUBLIC

My commission expires: 8/12/07